

**MONTANA SHARED CATALOG
MEMBER LIBRARY
Contract**

1. PARTIES

This Contract, made and entered into this _____ day of _____, 20____, by and between the libraries participating in the Montana Shared Catalog and the Montana State Library with the responsibility of administration delegated to the Montana State Library, acting on behalf of the Montana Shared Catalog (MSC) Member Libraries, and

(your library name here, typed or in pen), hereafter referred to as “Member Library”.

2. CONTRACT

This Contract is constituted of pages 1 through 9. This Contract may not be modified without the approval of the above Parties. A copy of this Contract and the MSC By-Laws are posted at the MSL Web site: http://msl.state.mt.us/For_Librarians/msc.asp

3. DEFINITIONS

ARM—“Administrative Rules of Montana”.

EXECUTIVE COMMITTEE—“MSC Executive Committee” is a steering committee, it implements policy, and is appointed by the Members Council.

FISCAL AGENT – The Montana State Library, as “Fiscal Agent”, will handle fiscal matters for the MSC, including collection, administering and disbursement of funds.

FISCAL YEAR—The MSC “Fiscal Year” shall begin July 1, and end June 30 of the following year.

LIBRARY RECORDS—“Library Records” shall have the same meaning as “Library Records” as defined in the Montana Library Records Confidentiality Act (Montana Code Annotated 22-1-1101 through 22-1-1111).

MARCIVE—“MARCIVE” is a vendor who provides customized MARC records, catalog cards or shelf list cards, book labels, smart barcode labels, and matching authorities records for cross-references. They typify a quality source of cataloging products and services.

MEMBERS COUNCIL—“MSC Members Council” makes policy, and consists of one representative from each of the Member Libraries.

MEMBER LIBRARIES—“Member Libraries” are libraries that have signed this Contract. “Member Library” denotes a single library or library system.

MONTANA LIBRARY—A “Montana Library” is any library with an entry in the Montana Library Directory.

MONTANA SHARED CATALOG—The “Montana Shared Catalog” (“MSC”) is an integrated library system, used and managed by a number of Montana libraries. Member Libraries include Montana academic, public, school, and special libraries, of all sizes, from all corners of Montana.

MONTANA STATE LIBRARY—The “Montana State Library” (“MSL”) is authorized by Montana Code Annotated 22-1-101 and 22-1-201. The Montana State Library is responsible for statewide library improvement projects, as authorized under Montana Code Annotated 22-1-103. The Montana State Library (MSL) acts as the MSC “Systems Administrator” and “Fiscal Agent”.

OCLC— The Online Computer Library Center (OCLC) is a nonprofit membership organization serving more than 60,000 libraries in 112 countries and territories around the world. OCLC is a collaborative organization, with the intent of furthering access to the world's information and reduce library costs by offering services for libraries and their users. <http://www.oclc.org/home>

SYSTEM ADMINISTRATOR(S)—The System Administrator(s) are the MSL staff performing system administration duties for the MSC.

VENDOR—The project “Vendor” is SirsiDynix Corporation. (<http://www.sirsidynix.com>).

Throughout this document, capitalized words or phrases, such as “Member Library”, refers to an item defined in this “Definitions” section.

4. PURPOSE

This Contract makes explicit the mutual expectations of the contractual obligations of the participating members of the Montana Shared Catalog and the Montana State Library.

A list of participating members is appended to this Contract as “Attachment A: Member Libraries”.

5. TERM

This Contract is effective upon execution by the Member Library and MSL. It continues in effect until terminated as provided in this Contract. This Contract supercedes any previous contractual agreements of the Montana Shared Catalog participating Member Libraries.

6. TERMINATION

A Member Library may terminate their Contract by providing written notice to the MSC Executive Committee at least six months prior to the end of the fiscal year.

See also: This Contract - Section # 11 Termination Costs, below.

For Grievance procedures see MSC By-Laws # 8 posted on the MSL website:
<http://msl.state.mt.us/mscmembers.asp>

7. INSURANCE

Each MSC Member Library shall be responsible for maintaining property damage insurance or self-insuring against loss in the amount of replacement value of all MSC related equipment housed on its premises.

8. HOLD HARMLESS

Each Party to this Contract shall be liable for, and shall bear the expense of, any and all liabilities, claims and causes of action arising from its, or its employees', negligent or intentional acts.

9. COSTS

MSC costs are borne by Member Libraries, in accordance with an ongoing cost sharing formula approved yearly. An annual budget will be proposed by the Executive Committee at least thirty days prior to the first Member's Council meeting of the calendar year. The Members Council will approve the budget and ongoing cost sharing formula at the first meeting of the calendar year.

10. SHARED COSTS

Ongoing-shared costs may include any, all, or none of the following items. This is not intended to be an exhaustive or complete list:

- Additional application modules from the Vendor;
- Additional software;
- Authority control or records;
- Content such as iBistro, EPS or other third-party licensed items;
- Contingency fund;
- Continuing education or training;
- Contracted services;
- Maintenance agreement with Vendor;
- Server related costs;
- MSC staff costs;
- Other additional items.

11. TERMINATION COSTS

Should a Member Library withdraw from the MSC, according to the terms of this Contract, the Member Library's bibliographic, user, serial and acquisition records shall be provided to that Member Library in a standard machine-readable form.

It is understood that upon withdrawal the withdrawing Member Library shall cease to receive services through the MSC. Services shall terminate at the end of the fiscal year. All costs resulting from the withdrawal of a Member Library shall be the sole responsibility of the withdrawing Member Library. These costs may include staff costs, vendor fees, any special hardware, software and electronic media required to complete the withdrawal process and any and all other costs to the MSC resulting from the Member Library's request to withdraw.

12. PAYMENT

A Member Library is responsible for its share of the costs for operating the MSC. These costs are approved annually by the Members Council. The financial requirements for the next fiscal year shall be assessed and distributed by the Executive Committee or Fiscal Agent thirty days prior to the first meeting of the Members Council of the calendar year.

The MSC fiscal year begins July 1 and ends June 30 of the following year. MSC Member Libraries agree to remit their respective amount due in full within thirty days of invoice by the project Fiscal Agent.

The failure to meet the terms of this section of this Contract may result in the suspension of a Member Library's use of the MSC system.

13. SERVER AVAILABILITY

MSC production server will be operated with the goal of being available for use by Member Libraries for circulation and other transactions 24 hours a day, 7 days a week, 365 days a

year, except for scheduled maintenance and upgrades. Uptime/downtime statistics will be tracked. Downtime will be scheduled so as to cause the least disruption of service. The MSC system administrators agree to provide participants with at least 24 hours prior notice of scheduled system downtime. In cases of downtime due to emergency system maintenance, the system administrators will attempt to provide as much advance notice as possible.

Access will be via the Internet; Internet access is the responsibility of each Member Library.

14. SUPPORT Member Libraries are responsible for resolving problems regarding circumstances within their facilities, or difficulties with their Internet access. Problems with the MSC production server or the applications shall be referred to the Systems Administrator who will have emergency support contingencies in place and available to meet Member Libraries' needs.

15. RECORDS—BIBLIOGRAPHIC, PATRON, CIRCULATION, & AUTHORITY

MSC Member Libraries will be responsible for inputting bibliographic records from databases that meet acknowledged bibliographic standards, e.g., OCLC, MARCIVE, etc.

Member Libraries agree to abide by the MSC Cataloging Guidelines and the MSC Patron Registration Data Entry Guidelines. These documents reflect the evolving policies and standards proposed by Member Library librarians and are approved by the Members Council.

Each Member Library has full responsibility for linking and withdrawing item and location information (barcode number, library location, volume number, call number, copy number, type of material, publishing information, etc.) for its holdings to title information contained in a bibliographic database.

Member Libraries own the records to which they have associated items. In many cases these records are shared with several members having attached items to a single bibliographic record. Therefore, to protect the integrity of MSC, no Member Library may modify or delete records that are shared by other Member Libraries without the expressed permission of other Member Libraries associated with that record.

16. CONFIDENTIALITY OF LIBRARY RECORDS

Library Records (as defined in this Contract) of each Member Library shall be released or disclosed only:

- (1) To that Member Library itself;
- (2) To the System Administrator(s) (as defined in this Contract); and
- (3) To any other library by prior written consent of both the Member Library whose records are involved and the library being granted access to these records. The Member Library owning the records shall inform the System Administrator(s) in writing of the nature and extent of access to the library records being granted.

Member Libraries agree that pursuant to the requirements of the Montana Library Records Confidentiality Act, the Library Records (as defined in this contract) contained in the MSC shall be considered confidential.

17. GOVERNANCE

Member Libraries are expected to actively participate in the governance of MSC. MSC is governed by a "Members Council". The Members Council is comprised of one representative from each participating library.

The Members Council, at the first meeting of the calendar year, will appoint an “Executive Committee”. The Executive Committee gathers information relating to the operation and governance of the MSC from, and disseminates information to, Member Libraries.

See MSC By-Laws for more information about the Executive Committee.

18. SYSTEM ADMINISTRATOR DUTIES

The Montana State Library provides assistance for the MSC, including but not necessarily limited to assisting Member Libraries by managing system hardware and software, and as the Fiscal Agent. The System Administrator(s) are responsible for determining overall system operations, backing up, maintaining, providing security for the system and as intermediary with the Vendor.

19. NEW MEMBERS

Any Montana Library wishing to join the MSC shall pay to the Fiscal Agent, on behalf of MSC, all costs related thereto negotiated between the applicant and MSC, including but not limited to:

- Any MSC system costs engendered by their joining the system;
- Vendor costs;
- Necessary local site costs;
- All expenses from the MSC Vendors;
- Training expenses;
- Annual payments (maintenance and other shared costs set by the Members Council;
- Any other costs associated with becoming a Member Library.

20. MEMBER LIBRARY RESPONSIBILITIES

By signing this Contract, each Member Library agrees to:

- Follow this Contract, in its entirety;
- To pay its share of costs in full, and in a timely manner;
- To abide by the terms of the Contract and Addendums between the Montana State Library, (administrative and fiscal agent), and the Vendor. (copies are retained at MSL and available for viewing upon request);
- Work with other MSC libraries to pursue mutually agreed upon goals;
- Share resources, best practices, and expertise without expectation of equal reciprocation;
- Be honest and open with other MSC libraries, candidly sharing opinions and respecting other Members values, points of view, and ideas;
- Implement services using mutually accepted library automation related standards, to facilitate resource sharing, collection development, and information exchange;
- Maintain a current membership in OCLC, for the purposes of bibliographic access and control;
- Maintain records (bibliographic, patron, authority, circulation, etc.) consistent with the terms of this Contract;
- Member Libraries agree to abide by the MSC Cataloging Guidelines and the MSC Patron Registration Data Entry Guidelines;
- Participate in modifications, upgrades, and new services;

- Supply statistics and records that may be required by the MSC to document the operation of the MSC;
- Participate in training and continuing education opportunities, at its expense, necessary to efficiently and effectively use the MSC;
- Actively participate in the operation and governance of MSC by attending the Members Council meetings, and abide by the decisions of the Executive Committee and Members Council;
- Regularly review MSC operations and advise in writing when modifications or improvements are necessary;
- Provide the appropriate hardware and operating system, upgrading or replacing older or obsolete hardware or software as necessary, to meet specifications and requirements needed to permit access to the public access catalog and staff (circulation, cataloging, etc.) functions of the shared system. The costs of all equipment will be the responsibility of each library;
- Make arrangements and meet local costs for data communication services from Member Library's computer network. Data communications costs are the responsibility of the Member Library and are outside the terms and conditions of this Contract;
- Each Member Library will work, within the context of the MSC, to govern the use of its respective materials. Collection of fines and recovery of materials from patrons will be the responsibility of each library.

21. SIGNATURES

Agreed to by the signatories below:

Montana State Library:

Signature _____

Title _____ Date_____

Member Library:

Library Name Here

Signature _____

Title _____ Date_____

Copies of this signed Contract are to be kept on file by the:
MSC Member Library
MSC System Administrator(s) and Fiscal Agent/MSL

Contract last modified October 2007

ATTACHMENT A: MEMBER LIBRARIES

Alberton School Library
Belgrade Community Library
Big Timber Schools
 Big Timber Grade School
 Sweet Grass County High School Library
Bigfork Schools
 Bigfork High School
 Bigfork K-8 School
Bighorn County Public Library – Hardin
Billings Clinic Medical Library
Bitterroot Public Library - Hamilton
Boulder Community Library
Bozeman Public Library
Carnegie Public Library – Big Timber
Clancy Community Library
Clinton Elementary School
Darby Community Public Library
Dillon City Library
Drummond School Community Library
Flathead County Library - Kalispell & Branches:
 Big Fork Branch
 Columbia Falls Branch
 Marion Branch
 Whitefish Branch
Flathead Valley Community College Library - Kalispell
Frenchtown High School
Glendive Public Library
Hearst Free Library – Anaconda
Hellgate School District #4 - Missoula
 Hellgate Elementary School K-2
 Hellgate Intermediate School 3-5
 Hellgate Middle School 6-8
Highwood Public Schools
Kalispell Regional Medical Center Medical Library
Laurel Public Library
Lewistown Public Library
Lima Public Schools
Madison Valley Public Library - Ennis
Meagher County/City Library – White Sulphur Springs
Miles City Public Library
Miles Community College Library
Missoula International School Library
Missoula Public Library & Branches:
 Swan Lake Branch
 Seeley Lake Branch
Montana Academy – Marion
Montana Bible College Library - Bozeman
Montana Department of Transportation Library – Helena
Montana DEQ Planning Division Library - Helena
Montana Historical Society Research Center - Helena
Montana Legislative Reference Center – Helena

Montana Office of Public Instruction - Helena
Montana State Library – Helena
North Valley Public Library - Stevensville
Park High School – Livingston
Plains Public Library District
Plains K-12 School
Polson City Library
Ronan Schools
 K. William Harvey Elementary School
 Pablo Elementary School
 Ronan High School
 Ronan Middle School
Roosevelt County Library – Wolf Point & Branches:
 Culbertson Branch
 Froid Branch
 Poplar City Branch
Rosebud County Library - Forsyth & Branch
 Bicentennial Library of Colstrip
Sheridan Public Library
St. Ignatius Public Schools Library
State Law Library of Montana - Helena
Thompson Falls Public Library
Thompson Falls Schools
 Thompson Falls Elementary School
 Thompson Falls Junior High School
 Thompson Falls High School
Thompson-Hickman County Library – Virginia City
Three Forks Community Library
TRIK/PLUK Library - Billings
Twin Bridges Public Library
West Yellowstone Public Library
Whitehall Community Library